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April 21, 2010 EQ000003

VIA UPS

Chief, Section of Administration Office of Proceedings Surface Transportation Board 395 E Street, S.W. Washington, DC 20024 RECORDATION NO. 20643-BUED

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---- MOE IRANSPORTATION BOARD

Dear Sir or Madam:

Enclosed please find two (2) counterparts, properly executed and acknowledged, of each of the documents described below for recordation pursuant to Section 11301 of Title 49 of the U.S. Code.

These documents are: (1) a Termination of Lease Agreement, a secondary document, dated as of April 11, 2010 ("Document #1"); (2) a Release of Lien of Chattel Mortgage and Security Agreement, a secondary document, dated as of March 31, 2010 ("Document #2"); and (3) a Release of Lessor Security Agreement, a secondary document, dated as of April 11, 2010 ("Document #3"). The primary documents to which these secondary documents are connected are recorded under Recordation Nos. 20643, 20644 and 20645, respectively.¹

The names and addresses of the parties to each of the secondary documents are as follows:

¹ Please note that the information in the index under Recordation No. 20646 appears to incorrectly associate that document with the transaction that is the subject of this submission.

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Document #1:

Lessor: SCL Bahn Co., Ltd.

c/o Sumitomo Mitsui Finance and Leasing Company, Limited

9-4, Nishi-Shimbashi 3-chome Minato-ku, Tokyo 105-8464

Japan

Lessee: Norfolk Southern Railway Company

Three Commercial Place Norfolk, Virginia 23510

Document #2:

Mortgagee: The Norinchukin Bank, New York Branch

245 Park Avenue, 21st Floor New York, New York 10167-0104

Document #3:

Mortgagee: Norfolk Southern Railway Company

Three Commercial Place Norfolk, Virginia 23510

The equipment covered by the documents is generally described as follows:

Number of <u>Units</u>	General <u>Description</u>	AAR Symbol	Road Numbers (inclusive)
17	General Electric Dash 9-40CW Locomotives	C-C	9089-9105

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A check in the amount of \$123.00 is enclosed to cover the recordation fee of \$41.00 for each of the documents pursuant to 49 CFR § 1002.2(f)(83). Please return any counterparts/copies not needed by the Board for recordation to me at the above address.

Short summaries of each of the documents to appear in the index follow:

Document #1:

Termination of Lease Agreement dated as of April 11, 2010, to terminate the Lease Agreement with Recordation No. 20643 dated as of April 10, 1997, covering 17 General Electric Dash 9-40CW diesel-electric locomotives numbered 9089-9105, inclusive.

Document #2:

Release of Lien of Chattel Mortgage and Security Agreement dated as of March 31, 2010, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 20644 dated as of April 10, 1997, covering 17 General Electric Dash 9-40CW diesel-electric locomotives numbered 9089-9105, inclusive.

Document #3:

Release of Lessor Security Agreement dated as of April 11, 2010, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 20645 dated as of April 10, 1997, covering 17 General Electric Dash 9-40CW diesel-electric locomotives numbered 9089-9105, inclusive.

Sincerely,

David A. Shelton

Enclosures

RECORDATION NO. 20643-BILED

APR 22 10 -4 00 PM

TERMINATION OF LEASE AGREEMENT

SUMMER INVISPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SCL Bahn Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of April 10, 1997 (as supplemented by the lease supplement dated as of April 30, 1997) (the "Agreement"), hereby certify that the Agreement has been terminated pursuant to Sections 3 and 19 thereof, to wit: the Lease Expiry Date (as defined in the Agreement) has occurred, the Railroad has exercised its right to purchase the Items of Equipment (as defined in the Agreement), and the Lessor has delivered to the Railroad a bill of sale with respect to the Items of Equipment.

This instrument may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Railroad and the Lessor, pursuant to Section 3 of the Agreement, hereby declare the Agreement to be terminated and consent that the same be discharged of record.

NORFOLK SOUTHERN RAILWAY COMPANY

By:	bornette & stage	
Name:	Marta R. Stewart	
Title:	Vice President and Treasurer	
SCL BAHN CO., LTD.		
By:		
Name:		
Title:		

TERMINATION OF LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SCL Bahn Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of April 10, 1997 (as supplemented by the lease supplement dated as of April 30, 1997) (the "Agreement"), hereby certify that the Agreement has been terminated pursuant to Sections 3 and 19 thereof, to wit: the Lease Expiry Date (as defined in the Agreement) has occurred, the Railroad has exercised its right to purchase the Items of Equipment (as defined in the Agreement), and the Lessor has delivered to the Railroad a bill of sale with respect to the Items of Equipment.

This instrument may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Railroad and the Lessor, pursuant to Section 3 of the Agreement, hereby declare the Agreement to be terminated and consent that the same be discharged of record.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives duly authorized in that behalf on this $\frac{|\cdot|}{|\cdot|}$ day of April, 2010.

Ву:	
Name:	
Title:	
SCL BA	AHN CO., LTD.
	M. A. A.
Ву:	_Amitsunot
Name:	Masaharu Matsumoto
Title:	Director

NORFOLK SOUTHERN RAILWAY COMPANY

COMMONWEALTH OF VIRGINIA)	
CITY OF NORFOLK)	
), before me, a Notary Public
personally appeared MARTA R. ST		
duly sworn, says she is VP + TREA foregoing instrument was signed and		
Board of Directors, and she acknowled		•
free act and deed of said corporation.		
	R	1-650-1
	f seleced	Notary Public
My commission expires:		Rotary Fublic
	Motocca R Masse Motory Public Commonwealth of Virginia 210669 omm. Expires March 31, 201	
I,, certify that I a	am	of SCL Bahn Co., Ltd., that the
seal affixed to the foregoing instrum	•	
instrument was signed and sealed on be	•	•
Solo Director, and that I acknowledge act and deed of the corporation. I furt		• •
United States of America that the foreg	• • •	or perjury under the laws of the
Executed on this day of	, 2010.	

COMMONWEALTH OF VIRGINIA	•
CITY OF NORFOLK))
On this day of	, 2010, before me, a Notary Public,
	, to me personally known, who, being by me
	of Norfolk Southern Railway Company, that the
_	sealed on behalf of said corporation by authority of its
	ged that the execution of the foregoing instrument was the
free act and deed of said corporation.	
	Notary Public
My commission expires:	romy rabab
I, <u>Masaharu Matsumoto</u> , certify that I a	am Director of SCL Bahn Co., Ltd., that the
seal affixed to the foregoing instrum	ment is the corporate seal of said corporation, that the
instrument was signed and sealed on be	chalf of the corporation by authority of the resolution of its
	that the execution of the foregoing instrument was the free
•	her certify under penalty of perjury under the laws of the
United States of America that the foreg	oing is true and correct.
Executed on this 11 day of April	. 2010.
	_

Masaharu Matsumoto Director